

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SEMPRA

Plaintiff,

v.

ASSOCIATED ELECTRIC & GAS
INSURANCE SERVICES LIMITED,
Defendant.

Case No. 2:23-cv-10544-JLS-SSC

Judge Josephine L. Staton

Magistrate Judge Stephanie S.
Christensen

~~[PROPOSED]~~ STIPULATED
PROTECTIVE ORDER¹

Having reviewed the Parties' Stipulated Protective Order, and for good cause appearing, the Court hereby enters a Stipulated Protective Order ("Protective Order") as follows:

1. INTRODUCTION

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

petition the court to enter the following Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

1.2 Good Cause Statement.

This action is likely to involve commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential commercial information, information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

1.3 Acknowledgment of Procedure for Filing Under Seal.

The parties further acknowledge, as set forth in Section 12.3, below, that this Protective Order does not entitle them to file confidential information under seal; Local

1 Rule 79-5 sets forth the procedures that must be followed and the standards that will
2 be applied when a party seeks permission from the court to file material under seal.

3 There is a strong presumption that the public has a right of access to judicial
4 proceedings and records in civil cases. In connection with non-dispositive motions,
5 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
6 *Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd*
7 *v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v.*
8 *Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
9 orders require good cause showing), and a specific showing of good cause or
10 compelling reasons with proper evidentiary support and legal justification, must be
11 made with respect to Protected Material that a party seeks to file under seal. The
12 parties’ mere designation of Disclosure or Discovery Material as
13 “CONFIDENTIAL” does not—without the submission of competent evidence by
14 declaration, establishing that the material sought to be filed under seal qualifies as
15 confidential, privileged, or otherwise protectable—constitute good cause.

16 Further, if a party requests sealing related to a dispositive motion or trial, then
17 compelling reasons, not only good cause, for the sealing must be shown, and the
18 relief sought shall be narrowly tailored to serve the specific interest to be protected.
19 *See Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each
20 item or type of information, document, or thing sought to be filed or introduced under
21 seal in connection with a dispositive motion or trial, the party seeking protection
22 must articulate compelling reasons, supported by specific facts and legal
23 justification, for the requested sealing order. Again, competent evidence supporting
24 the application to file documents under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in
26 its entirety will not be filed under seal if the confidential portions can be redacted.
27 If documents can be redacted, then a redacted version for public viewing, omitting
28 only the confidential, privileged, or otherwise protectable portions of the document,

1 shall be filed. Any application that seeks to file documents under seal in their entirety
2 should include an explanation of why redaction is not feasible.

3 **2. DEFINITIONS**

4 2.1 Action: this pending federal lawsuit

5 2.2 Challenging Party: a Party or Non-Party that challenges the designation
6 of information or items under this Protective Order.

7 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
8 how it is generated, stored or maintained) or tangible things that qualify for protection
9 under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in
10 the Good Cause Statement.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this Action.

23 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses in
24 this Action, with or without prejudice; and (2) final judgment herein after the
25 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
26 this Action, including the time limits for filing any motions or applications for
27 extension of time pursuant to applicable law.

28 2.9 In-House Counsel: attorneys who are employees of a party to this Action.

1 In-House Counsel does not include Outside Counsel of Record or any other outside
2 counsel.

3 2.10 Non-Party: any natural person, partnership, corporation, association, or
4 other legal entity not named as a Party to this action.

5 2.11 Outside Counsel: attorneys who are not employees of a party to this
6 Action but are retained to consult or advise a party to this Action but are not Outside
7 Counsel of Record.

8 2.12 Outside Counsel of Record: attorneys who are not employees of a party
9 to this Action but are retained to represent or advise a party to this Action and have
10 appeared in this Action on behalf of that party or are affiliated with a law firm which
11 has appeared on behalf of that party, and includes support staff.

12 2.13 Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, Outside Counsel, and Outside Counsel of
14 Record (and their support staffs).

15 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 2.15 Professional Vendors: persons or entities that provide litigation- support
18 services (e.g., photocopying, videotaping, transcribing, translating, preparing exhibits
19 or demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 2.16 Protected Material: any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL.”

23 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 **3. SCOPE**

26 The protections conferred by this Protective Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted from
28 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge. This Protective Order does not govern the use of Protected Material at
5 trial.

6 **4. TRIAL AND DURATION**

7 Once a case proceeds to trial, information that was designated as
8 CONFIDENTIAL or maintained pursuant to this Protective Order and used or
9 introduced as an exhibit at trial becomes public and will be presumptively available
10 to all members of the public, including the press, unless compelling reasons
11 supported by specific factual findings to proceed otherwise are made to the trial
12 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing
13 “good cause” showing for sealing documents produced in discovery from
14 “compelling reasons” standard when merits-related documents are part of court
15 record). Accordingly, for such materials, the terms of this Stipulated Protective
16 Order do not extend beyond the commencement of the trial.

17 Even after Final Disposition of this litigation, the confidentiality obligations
18 imposed by this Protective Order shall remain in effect as to all Protected Material
19 not used or introduced as an exhibit at trial, until a Designating Party agrees
20 otherwise in writing or a court order otherwise directs.

21 **5. DESIGNATING PROTECTED MATERIAL**

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under
24 this Protective Order must take care to limit any such designation to specific material
25 that qualifies under the appropriate standards. The Designating Party must designate
26 for protection only those parts of material, documents, items, or oral or written
27 communications that qualify so that other portions of the material, documents, items,
28

1 or communications for which protection is not warranted are not swept unjustifiably
2 within the ambit of this Protective Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (e.g., to unnecessarily encumber the case development process or to impose
6 unnecessary expenses and burdens on the other party) may expose the Designating
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in
12 this Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as
13 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
14 protection under this Protective Order must be clearly so designated before the
15 material is disclosed or produced.

16 Designation in conformity with this Protective Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix at a minimum, the legend
20 "CONFIDENTIAL" to each page that contains protected material. If only a portion
21 or portions of the material on a page qualifies for protection, the Producing Party
22 also must clearly identify the protected portion(s) (e.g., by making appropriate
23 markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection
25 need not designate them for protection until after the inspecting Party has indicated
26 which documents it would like copied and produced. During the inspection and
27 before the designation, all of the material made available for inspection shall be
28 deemed "CONFIDENTIAL." After the inspecting Party has identified the

documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Protective Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony. Alternatively, any Party may, no later than five (5) business days after receipt of a deposition transcript, designate by page and line, and/or exhibit number, all or any portion thereof as “CONFIDENTIAL” under the terms of this Protective Order by providing notice in writing to the other Party. All copies of deposition transcripts that contain Confidential Information shall be prominently marked “CONFIDENTIAL” on the cover thereof.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the “CONFIDENTIAL” legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Protective Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Protective Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge
7 Christensen's Civil Procedures titled "Brief Pre-Discovery Motion Conference."²

8 6.3 The burden of persuasion in any such challenge proceeding shall be on
9 the Designating Party. Frivolous challenges, and those made for an improper purpose
10 (e.g., to harass or impose unnecessary expenses and burdens on the other party) may
11 expose the Challenging Party to sanctions. Unless the Designating Party has waived
12 or withdrawn the confidentiality designation, the Receiving Party and any Non-Party
13 shall continue to afford the material in question the level of protection to which it is
14 entitled under the Producing Party's designation until the court rules on the
15 challenge.

16 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by the other Party or by a Non-Party in connection with this
19 Action only for prosecuting, defending, or attempting to settle this Action. Such
20 Protected Material may be disclosed only to the categories of persons and under the
21 conditions described in this Protective Order. When the Action reaches a Final
22 Disposition, a Receiving Party must comply with the provisions of section 13 below.

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Protective Order.

26
27 _____
28 ² Judge Christensen's Procedures are available at
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only:

5 (a) to the Receiving Party’s Outside Counsel and Outside Counsel of
6 Record in this Action, as well as employees of said Outside Counsel and Outside
7 Counsel of Record to whom it is reasonably necessary to disclose the information for
8 this Action;

9 (b) to the officers, directors, and employees (including House Counsel) of
10 the Receiving Party to whom disclosure is reasonably necessary for this Action;

11 (c) to Experts (as defined in this Protective Order) of the Receiving Party
12 to whom disclosure is reasonably necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) to the Court and its personnel;

15 (e) to court reporters and their staff;

16 (f) to professional jury or trial consultants, mock jurors, and Professional
17 Vendors to whom disclosure is reasonably necessary for this Action and who have
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (g) to the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses, and attorneys for witnesses to whom
22 disclosure is reasonably necessary, provided: (1) the deposing party requests that the
23 witness sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and
24 (2) the witness will not be permitted to keep any Confidential Information unless
25 they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
26 otherwise agreed by the Designating Party or ordered by the Court. Pages of
27 transcribed deposition testimony or exhibits to depositions that reveal Protected
28 Material may be separately bound by the court reporter, marked “CONFIDENTIAL”

on the cover, and may not be disclosed to anyone except as permitted under this Protective Order; and

(i) to any mediator or settlement officer, and their supporting personnel, mutually agreed upon by either of the Parties engaged in settlement discussions;

(j) to Defendant's reinsurers or regulators and representatives of such reinsurers or regulators;

(k) to Plaintiff's regulators and representatives of such regulators; and

(l) to other persons who may be later designated by written agreement of the Parties, or by order of the Court obtained on noticed motion (or on shortened time as allowed by the Court) permitting such disclosure, or who otherwise obtain authorization to receive Protected Material in accordance with this Protective Order.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's

1 permission. The Designating Party shall bear the burden and expense of seeking
2 protection in that court of its “CONFIDENTIAL” material and nothing in these
3 provisions should be construed as authorizing or encouraging a Receiving Party in
4 this Action to disobey a lawful directive from another court.

5 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 9.1 Application. The terms of this Protective Order are applicable to
8 information produced by a Non-Party in this Action, or in the underlying *Aliso*
9 *Canyon D&O Lawsuits*, and designated as “CONFIDENTIAL.” Such information
10 produced by Non-Parties in connection with this Action, or produced in the *Aliso*
11 *Canyon D&O Lawsuits*, is protected by the remedies and relief provided by this
12 Protective Order. Nothing in these provisions should be construed as prohibiting a
13 Non-Party from seeking additional protections.

14 9.2 Notification. In the event that a Party is required, by a valid discovery
15 request, to produce a Non-Party’s Protected Material in its possession, and the Party
16 is subject to an agreement with the Non-Party not to produce the Non-Party’s
17 Protected Material, then the Party shall:

18 (a) promptly notify in writing the Requesting Party and the Non-Party that
19 some or all of the information requested is subject to a confidentiality agreement with
20 a Non-Party;

21 (b) Promptly provide the Non-Party with a copy of the Protective Order in
22 this Action, with the relevant discovery request(s), and a reasonably specific
23 description of the information requested; and

24 (c) make the information requested available for inspection by the Non-
25 Party, if requested.

26 9.3 Conditions of Production. If the Non-Party fails to seek a protective
27 order from this Court within 14 days of receiving the notice and accompanying
28 information, the Receiving Party may produce the Non-Party’s Protected Material

responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Protective Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to the Receiving Party that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Protective Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this
2 Protective Order. Similarly, no Party waives any right to object on any ground to
3 use in evidence of any of the Protected Material covered by this Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Local Rule 79-5. Protected Material may only
6 be filed under seal pursuant to a court order authorizing the sealing of the specific
7 Protected Material at issue. If a Party's request to file Protected Material under seal
8 is denied by the Court, then the Receiving Party may file the information in the public
9 record unless otherwise instructed by the Court.

10 **13. FINAL DISPOSITION**

11 After the Final Disposition of this Action, as defined in paragraph 4, within
12 60 days of a written request by the Designating Party, each Receiving Party must
13 return all Protected Material to the Producing Party or destroy such material. As
14 used in this subdivision, "all Protected Material" includes all copies, abstracts,
15 compilations, summaries, and any other format reproducing or capturing any of the
16 Protected Material. Whether the Protected Material is returned or destroyed, the
17 Receiving Party must submit a written certification to the Producing Party (and, if
18 not the same person or entity, to the Designating Party) by the 60 day deadline that
19 (1) identifies (by category, where appropriate) all the Protected Material that was
20 returned or destroyed and (2) affirms that the Receiving Party has not retained any
21 copies, abstracts, compilations, summaries or any other format reproducing or
22 capturing any of the Protected Material. Notwithstanding this provision, Counsel is
23 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
24 and hearing transcripts, legal memoranda, correspondence, deposition and trial
25 exhibits, expert reports, attorney work product, and consultant and expert work
26 product, even if such materials contain Protected Material. Any such archival copies
27 that contain or constitute Protected Material remain subject to this Protective Order
28 as set forth in Section 4.

14. **VIOLATION**

Any violation of this Stipulated Protective Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 1/15/2025	<u>/s/Sandra Smith Thayer</u> Kirk Pasich, kpasich@mcguirewoods.com Sandra Smith Thayer, sthayer@mcguirewoods.com Caitlin Oswald, coswald@mcguirewoods.com Eliza J. Logan, elogan@mcguirewoods.com Mcguire Woods LLP 1800 Century Park E., 8th Floor Los Angeles, California 90067 Telephone: (310) 315-8200 Facsimile: (310) 315-8210 Attorneys for Plaintiffs
DATED: 1/15/25	<u>/s/Larry M. Golub</u> Larry M. Golub, lgolub@sacrowalker.com Thomas J. Placido, tplacido@sacrowalker.com Sacro & Walker LLP 700 N. Brand Blvd., Suite 610 Glendale, California 91203 Telephone: (818) 721-9597 Facsimile: (818) 721-9870 Sabrina Haurin, shaurin@baileycav.com Jolene S. Griffith, jgriffith@baileycav.com Bailey Cavalieri LLC 10 West Broad Street, Suite 2100 Columbus, Ohio 43215-3422 Telephone: (614) 221-3155 Facsimile: (614) 221-0479 Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: January 16, 2025



STEPHANIE S. CHRISTENSEN
United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of
_____ **[print or type full address]**, declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order
("Protective Order") that was issued by the United States District Court for the
Central District of California in the case of *Sempra v. Associated Electric & Gas
Insurance Services Limited*, Case No. 2:23-cv-10544-JLS-SSC. I agree to comply
with and to be bound by all the terms of this Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this
Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____